

**RELEASE OF LIABILITY- NEGLIGENCE & OTHER CLAIMS, AGREEMENT TO
HOLD HARMLESS - INDEMNITY FORM, MEDICAL INFORMATION - PARENTAL
PERMISSION - AND FEE REQUIREMENTS**

Congratulations on your decision to donate your time. Your responsibility to our global community is a powerful example of the Rancho Feliz “Guardian Warrior” spirit. The purpose of this form is to inform you of the circumstances and conditions that you are about to encounter and your responsibilities to them. While the Vecinos Dignos Sin Fronteras, A.C. (“Asociación Civil”), a registered Mexican charity, provides an Exchange Program Coordinator and support staff to help with the coordination of your visit, the ultimate responsibility for this experience will be borne by you for yourself, or by your Adult Supervisor(s) – Chaperon(s) and the organization to which you belong.

The “Charitable Entities” and their associates (as named and defined below), may voluntarily facilitate, support and guide you in certain activities. However, you and/or your group must treat this experience as though you were traveling and staying in the border town of Agua Prieta, State of Sonora, Republic of Mexico, unassisted. In addition, your presence in a foreign country will subject you to its particular laws, rules, codes of conduct and current political and border conditions all of which may differ significantly from those in the U.S.A., and may not afford you the protections available to the individual under U.S.A. law. Consequently, it is up to you, and/or your organization, to make yourself(s) aware of these arrangements and conditions prior to entering the country. Let common sense be your guide as you prepare for a rich and rewarding adventure in charitable volunteering – an adventure that has been experienced by thousands before you.

ALL INDIVIDUALS UTILIZING THE RANCHO FELIZ “EXCHANGE DORMITORY” AND/OR PARTICIPATING IN CHARITABLE WORKS PERFORMED BY AND/OR THROUGH THE *PATRONATO DEL ASILO Y CASA HOGAR LA DIVINA PROVIDENCIA I A.P.*; THE *CATHOLIC CHURCH OF THE REPUBLIC OF MEXICO*; *VECINOS DIGNOS SIN FRONTERAS, A.C.*; *RANCHO FELIZ CHARITABLE FOUNDATION, INC.*; AND/OR OTHER SERVICE ORGANIZATIONS IN THE U.S.A. AND MEXICO (“Charitable Entities”), MUST READ, UNDERSTAND AND SIGN THIS FORM PRIOR TO THEIR VISIT. (Where applicable, the personal plural can be interchanged with the personal singular as in: “I” can mean “we”, “my” can mean “our”, etc. In addition, in the case of a parent(s) or guardian(s) the words “I” or “my” can mean “my child” or “my child’s.”)

I hereby acknowledge and understand that the above named “Charitable Entities” are “not-for-profit” charitable organizations supported predominately by volunteers. I further acknowledge and understand that I have agreed – under my own volition – to volunteer my time and services toward this charitable service work for the benefit of the less fortunate. While I recognize that consideration is afforded me by allowing me to participate in the charitable works performed by and/or through the above named “Charitable Entities” in addition to the offering of lodging in the “exchange dormitory” for a minimum donation amount of \$20 per person per night, I understand that I will be acting as an independent agent and there will be no monetary compensation paid to me. The “Charitable Entities” and their associates (as defined below), will have no fiduciary obligation or duty to me. Furthermore, I will be personally responsible for all of my own expenses, transportation, food, insurance, legal representation, medical care, materials and supplies and any and all other costs and or services relating to my visit. In addition, I understand that I will be liable for, and agree to pay for (and/or reimburse), all costs and

expenses incurred on my behalf in connection with any medical, legal or other services rendered. I also will permit free use of my name and pictures in broadcast, film, video, telecast, newspapers, Internet and/or any other form of promotional and/or social media.

Reservation Donation: I hereby acknowledge and agree that a \$300 non-refundable Reservation Fee is required to secure my group's volunteer dates at the Exchange Dormitory. (The \$300 is per group – not per person) I further agree that \$200 of this Reservation Fee will be applied to the total per person, per night, fee amount due upon arrival and \$100 will be kept by Rancho Feliz as a non-refundable cleaning/maintenance/utility fee.

Per Person / Per Night Donation: I further acknowledge and agree that a \$20 Per Person / Per Night Charge is required to stay at the Exchange Dormitory. This amount is due on, or before, arrival. (To facilitate collection, it is best if the group gathers these monies internally and delivers them in total to the Exchange Program Coordinator.)

Production Donation: I further acknowledge and agree that a 25% Production Donation will be added to all costs of materials and supplies for my service project. This Production Donation is included in, and due with, the payment of materials and supplies for my service project on, or before, my group's arrival. This donation helps fund the contract labor involved in securing the materials and supplies and the general oversight of the service project.

Meals: I further acknowledge and agree that all meals, drinks, etc. during my visit will be my responsibility. The Exchange Dormitory includes an on-site kitchen with a refrigerator, gas stove & oven, microwave oven, cooking utensils, dishes, glasses, etc. Catered meals may be arranged through the Exchange Program Coordinator, at the volunteer group's expense.

In case of any medical or dental needs, routine or emergency, I acknowledge this document as my informed consent and authorization for any necessary treatment, to include; treatment by volunteer medical personnel or a licensed physician or dentist, purchase prescribed medications and transfer to any hospital or other medical facility reasonably accessible. I agree to hold harmless the volunteer medical staff for outcomes of treatment. In addition, I agree to hold harmless the volunteer medical staff for outcomes of treatment I may receive secondary to any injury or illness I may sustain while on this trip.

I shall be liable for and agree to pay for all costs and expenses incurred in connection with any medical or dental treatment rendered pursuant to this authorization. Further, should it be necessary for me or my child to return home due to medical reasons, disciplinary action or otherwise, I agree to pay all transportation and travel costs. I further agree and understand that I, or my child, may be asked to leave the premises and the program at the Exchange Program Coordinator's sole and absolute discretion and I will be bound to honor that decision.

In return for the consideration of participating in charitable works performed by and/or through the above named "Charitable Entities", the adequacy of which is hereby expressly acknowledged, the undersigned, or in the case of minor children, said minor child's parent and/or legal guardian, hereby expressly releases, acquits, discharges and agrees to forever hold harmless the above named "Charitable Entities" and all of their volunteers, representatives, members, directors, officers, employees, assigns, agents, independent contractors, and associates, ("Charitable Entity Associates"), and any of the "Charitable Entity Associates'", heirs, executors and administrators ("Charitable Entity Associates' Heirs"), for any and all causes of action, claims, demands, liability and damages of any nature whatsoever

arising as the result of their negligence of any nature whatsoever and the consequential damages arising therefrom regardless of their nature.

This Agreement is expressly intended to release the above named "Charitable Entities" - "Charitable Entity Associates" and "Charitable Entity Associates' Heirs", in all their organizational, charitable and or individual and personal capacities, from any and all claims of negligence or other claims which may arise.

I HEREBY EXPRESSLY STATE AND AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE LEGAL EFFECT HEREOF AND EXECUTE THE SAME KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WITHOUT ANY DURESS WHATSOEVER REGARDLESS OF THE NATURE THEREOF AND HAVE, IF I SO DESIRED, CONSULTED WITH COUNSEL OR OTHERS OF MY OWN CHOOSING PRIOR TO SIGNING THIS AGREEMENT. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND THAT I AM READING AND SIGNING ON BEHALF OF MYSELF, OR THAT I AM READING AND SIGNING ON BEHALF OF MY CHILD, OR A MINOR FOR WHOM I AM LEGAL GUARDIAN.

Special Request

Once your service visit is over your job as a Rancho Feliz "**Guardian Warrior**" isn't done. You need to tell your story. Social media helps us do this. Please go to our **Rancho Feliz Facebook Page** and post your experiences and photos. This way others can learn how they can also help our world. And it's a great way for you to stay in touch with all your new "**Guardian Warrior**" friends – on both sides of the border. **Thank you!**

Signature, Printed Name, Contact & Medical Information: By signing below, I affirm that I have read, understand and agree to abide by the requirements and conditions of the Release of Liability – Negligence & Other Claims, Agreement to Hold Harmless – Indemnity Form – Medical Information – Parental Permission and Donation Requirements, described above. This acknowledgement and agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Any or all parties may execute this document by an e-mailed digital signature and any such digital signature shall be deemed an original signature and all parties are hereby authorized and instructed to rely thereon.

Name of Group or Organization: _____

Volunteer Signature & Information

SIGNATURE DATE

PRINT NAME

E-MAIL ADDRESS TELEPHONE

ADDRESS

CITY STATE ZIP CODE

Medical Questionnaire

The following information is provided for any volunteer medical personnel, licensed physician, dentist, pharmacist, hospital or other medical facility not having access to my medical history:

Medication being taken: _____

Blood Type: _____

Family Physician: _____

Phone #: _____

In case of emergency please call: _____

Home #: _____ Work #: _____

Mobile or Other #: _____

Other responsible party: _____

Home #: _____ Work #: _____

Mobile or Other #: _____

Optional: Additional Medical (allergies, etc.) or other Pertinent Information:

Parental / Legal Guardian Consent & Information

I HEREBY AGREE TO COMPLETE THE MEDICAL INFORMATION QUESTIONNAIRE ABOVE ON BEHALF OF MY CHILD, OR A MINOR FOR WHOM I AM LEGAL GUARDIAN.

I HAVE READ THE AGREEMENT ABOVE AND I AM SIGNING ON BEHALF OF MY CHILD, OR A MINOR FOR WHOM I AM LEGAL GUARDIAN.

Child's Name

PRINT NAME

Mother

Father

SIGNATURE DATE

SIGNATURE DATE

PRINT NAME

PRINT NAME

Legal Guardian

SIGNATURE DATE

PRINT NAME

Contact Information

Contact Information

E-MAIL ADDRESS

E-MAIL ADDRESS

ADDRESS

ADDRESS

CITY STATE ZIP CODE

CITY STATE ZIP CODE

TELEPHONE

TELEPHONE